RECENT DECISIONS

ADMIRALTY—MARITIME LIEN ON GOVERNMENT VESSEL—EFFECT OF SUBSEQUENT TRANSFER OF VESSEL.—A vessel had been chartered to the United States under a bare-boat charter and was employed as an army transport. While so engaged a collision took place. Afterwards, the vessel was returned to the owners and a proceeding *in rem* for the collision instituted. A petition for a writ of prohibition to prevent the District Court of the United States from exercising jurisdiction of the proceedings was brought. *Held,* Mr. Justice McKenna, Mr. Justice Day and Mr. Justice Clarke dissenting, the writ of prohibition should be granted. *The Western Maid* (1922) U. S. Sup. Ct. (Oct. T. 1921) Nos. 21, 22, 23.

It is the established rule in admiralty that a collision between two vessels gives the injured party a present right of property, a *jus in re* in the offending ship, which follows the ship into the hands of all purchasers. *The Bold Buccleugh* (1851) 7 Moore, P. C. 267; see *The John G. Stevens* (1898) 170 U. S. 113, 115 *et seq.*, 18 Sup. Ct. 544. The vessel itself is regarded as the wrongdoer, liable for the tort and subject to a maritime lien for the damages. See *The John G. Stevens, supra,* 120. A vessel owned by the United States is immune from proceedings *in rem.* See *The Siren* (1868) 74 U. S. 152, 154. This, however, is solely a procedural limitation and the vessel is subject to all claims against it when by the affirmative action of the government the vessel becomes subject to the court's jurisdiction. *The Siren, supra;* see *The Davis* (1869) 77 U. S. 15, 21. The vessel has committed a wrong, for which, on grounds of public policy, there is no redress while owned by the government. See *The Siren, supra,* 155. When, however, such a vessel comes into the hands of a party capable of being sued, the claim against the vessel should become enforcible. To hold, as the instant case in effect does, that the ship has committed no offense because the claim could not be enforced while the government owned the vessel seems inconsistent with *The Siren;* for if there is no claim, it is difficult to see how there is any liability to be enforced when, by the act of the government, the vessel comes under the control of the court. See Lord, *Admiralty Claims Against The Government* (1919) 19 COLUMBIA LAW REV. 467. The case seems inconsistent with the admiralty concept which regards the ship and not the owner as the offender.

BILLS AND NOTES—SIGNER OF CHECK AS AGENT—MARGINAL ANNOTATIONS.—The plaintiff, a holder in due course, brought action on a check which the defendant had signed, adding the word "Pres." to his signature. The name of the corporation of which he was president was printed in the margin of the check. *Held,* the defendant is individually liable on the check. *Werner* v. *Emerson Hotel & Restaurant Co. Inc.* (App. T., 1st Dept. 1922) 192 N. Y. Supp. 273.

At common law the signer of a negotiable instrument is liable thereon regardless of the fact that he has added words to his signature indicating that he is an agent for another, unless the other is clearly named. See *Schuling* v. *Ervin* (1918) 185 Iowa 1, 3-4, 169 N. W. 686. The reason for this rule is that such words are mere *descriptiones personae.* See *Casco Nat. Bk.* v. *Clark* (1893) 139 N. Y. 307, 310, 34 N. E. 908. When it appears clearly who the principal is, and that the signer intended to bind only him, this can no longer be successfully argued. Such is the case where the name of the principal appears in the body of the instrument. *Yowell* v. *Dodd* (Ky. 1868) 3 Bush. 581. And so it has been held where the principal's name appears elsewhere on the instrument, as in a seal